EPSON CoverPlus

Conditions

1. Definitions

In these conditions:

"Registration" is the process on the **EPSON** CoverPlus registration website by which, you input the activation number as purchased by (or otherwise provided to) you and enter into a contract with Epson for a particular Epson CoverPlus Service Product on these conditions.

The "Term" is the period beginning on the date the Product was purchased by the first end-user of the Product and continuing for the number of years specified in the Description. *It* does *not run from the purchase of an* **EPSON** *CoverPlus pack or activation code, nor from the end of the standard Commercial Warranty offered by Epson for the Product.*

The "Product" is the individual **EPSON** printer, scanner or other hardware item, of the model specified in the Description, whose serial number is given during Registration, or any replacement product supplied by Epson as part of the Service.

The "Service" is the service as described in paragraph 3 to be provided during the Term by Epson or its contractor.

The "Description" is the statement of key elements of the Service (including the Term and the type of Service) to be provided under the particular **EPSON** CoverPlus Service Product selected at Registration. The Description for the selected Product can be seen at www.epson.eu/warranty.

"Epson" means Epson Europe B.V. of the Netherlands. The address for any correspondence concerning **EPSON** CoverPlus is The Technical Services department, Epson Europe B.V. , Westside, London Road, Apsley, Hemel Hempstead, HP3 9TD, United Kingdom.

"EPSON" indicates the use of a registered trademark of Seiko Epson Corporation of Japan.

2. The Product for which CoverPlus Service is provided

During the Term, Epson or its contractor will provide the Service to you in connection with the Product. Service will be provided only for the Product and not for any other product.

3. The Service provided

The key elements of the type and level of service which Epson will provide as the Service are specified in the Description. More information about the type and level of service is contained in Appendix 1. Subject to those specific key elements (which vary from one **EPSON** CoverPlus Service Product to another) the Service is as described in these conditions.

Where Service is provided this will involve, at Epson's sole discretion, the adjustment, repair or replacement of the Product.

Adjustments or Repairs will be made such that following the adjustment or repair the Product is providing satisfactory performance consistent with its age and usage. Replacement products may be refurbished units.

If a replacement product is provided, the unexpired part of the Term is applied to the replacement product.

4. Obtaining Service

To request repair or replacement of your product under the Service, contact your local Epson helpdesk centre by phone. Before making any request you should have first performed the recommended self-checks as described in the Epson support website, www.epson.eu/support , which also contains details of the relevant Epson helpdesk centre you need to contact for the country in which the Product is situated.

5. Your Responsibilities

If the Service includes working on the Product while it is connected to any computing system, data storage or other equipment you must ensure, before you permit any work to begin, that you have backed up any records, information, files, operating or application software, data, or anything else on that system or equipment that could be affected if things go wrong (together "Data"). Epson only undertakes work as part of the Services on this basis.

This action by you is required to ensure that, if anything is deleted from or corrupted within your system or equipment as a direct or indirect result of Epson providing the Services, you (and/or the owners and users of the system or equipment) have the copies you need to replace them.

6. Limits to the Service

The Service will be provided only if the Product fails to operate in accordance with its specification. The **EPSON** CoverPlus contract and the Service do not cover:

- setting up the Product on site or providing product support
- routine maintenance, cleaning or replacing consumables (e.g. ink cartridges, lamps) as described in the Product's user manual
- calibration of other products which may be connected to or used with the Product and Epson does not accept responsibility for ensuring any particular performance when the Product is used with other equipment or software
- Replacing parts (other than parts specifically identified in the Description) which normally require replacing during the life of the Product or of any part which has (by reason of its level of use, wear and tear) reached the end of its normal useable life.

Services will not be provided if, in Epson's opinion, the problem is due to:

- externally caused damage
- use outside specification (as defined by the product manufacturer, whose decision whether use is outside specification or not is final);
- accessories, parts or consumables which are not **EPSON** branded or Epson approved;
- modifications made to your product as originally supplied by Epson;
- drivers or other software supplied with the Product. Modifying or correcting these is subject to the license supplied with the software and is outside the scope of the Services;
- unauthorised or inexpert repair or attempted repair;
- misuse, excessive or inappropriate use, or use in an adverse or abnormal environment; or
- non-Epson hardware used with the Product or application software used with the Product.

7. Requests outside Scope

EPSON CoverPlus Service is provided only for the Product. If another product (or a product from which the serial number has been removed or tampered with) is presented by you for repair or replacement, or if the fault has been misrepresented and is in fact one excluded from cover, no Service will be provided and Epson will charge you for any costs incurred. If these costs are not paid within 28 days, this agreement will terminate and the Product will no longer be covered.

8. Epson's Liabilities

If the Product is damaged as a direct result of Epson or its contractor providing the Services in a negligent way Epson will repair or replace it. If other property belonging to you is damaged as a direct result of negligence by Epson or its contractor, Epson will pay up to a maximum of €500,000 for the repair or replacement of that property with property of an equivalent age, condition and specification.

If as a result of negligence by Epson (or by its employees or contractors involved in providing the Service) Epson or its contractor causes any personal injury or death, Epson accepts liability for this.

If Data (as referred to in paragraph 5) on your system is affected as a direct result of Epson providing the service in a negligent manner, Epson will attempt to restore the affected Data to your system from the back-ups you have taken (as required above). Alternatively, you may restore this information yourself for which Epson will compensate you at a reasonable rate. Epson does not accept any other responsibility or liability for anything damaged, corrupted or lost from your system that has not been backed up correctly or for any losses arising from such damage, corruption or loss or for any failure by you to take the required back-ups..

Epson does not accept any liability beyond this. In particular it does not accept any liability (for breach of contract, negligence or otherwise) for any consequential loss or damage, loss of use of your product or other items or loss of sales, profits or opportunity you may suffer. If you think a failure by Epson to provide the Service properly may cause you losses of this kind and it is important to you to protect against them, you should either take out

appropriate insurance or contact Epson to discuss individually negotiated terms at a premium price.

9. CoverPlus is described in these conditions

The terms of the agreement between you and Epson are fully set out in this document. No other terms, conditions or warranties apply to the agreement or are implied into it (except any terms implied by statute which cannot be excluded). The service to be provided is as described in this document and you should not rely on any representation made to you which suggests otherwise.

In particular: EPSON CoverPlus is referred to, by Epson and others, in marketing and other materials as an Extended Warranty or as an extension to the Commercial Warranty offered by Epson. Although this is a convenient shorthand for describing them, the **EPSON** CoverPlus contract and the Service to be provided under that contract exist independently of any such Commercial Warranty. The Services provided during the Term are indeed similar to those offered, usually for a shorter period, under Epson's free of charge Commercial Warranty. However, the Service under the **EPSON** CoverPlus contract is provided on, and only on, the conditions set out in this document and not by reference to any wording contained in any Commercial Warranty offered by Epson.

10. The nature of this contract

EPSON CoverPlus is an agreement between you and Epson for the supply of specified services if the Product fails to operate or operates outside its specification. By this agreement, Epson accepts no additional liability in respect of defects in the Product beyond a liability to provide the Service as described. It is not a policy of insurance. Nor is it a warranty, guarantee or other promise that the Product will not fail or that it meets any particular quality standard or that it will continually operate within its specification. It does not extend the rights you obtained in this respect at the time you bought the product. This agreement does not affect any existing legal rights you have against the person who supplied the Product or against Epson (whether under an Epson Commercial Warranty offered to you or otherwise).

11. Interpretation and Jurisdiction

Except in any country where it is a compulsory legal requirement, which may not be excluded by agreement, that this agreement with you should be subject to the legal system of that country, this agreement shall be interpreted according to English law. This document has been prepared in English by Epson for use across the EMEA region. Translation into other languages is only for convenience and shall not affect the interpretation of the English document which is the definitive text.

Appendix 1

Additional information about the types of service as specified in the Description.

Service Types

Onsite
An Engineer will visit the location of the Product and repair or swap (at Epson's discretion) the Product depending on the severity or type of fault. If repair is not practical, and no swap machine is immediately available, a swap machine will be despatched within [x] working days.

If on-site service is requested before 3.30 pm on day 'n' (Monday to Friday - Mainland Europe and Africa and Sunday to Thursday for Middle East and Israel) Epson will use reasonable endeavours to ensure that an engineer arrives at the address where the Product is located before close of business (5.00pm) on working-day 'n+2'. In this calculation only normal working days are used, excluding weekends and public holidays. Requests after 3.30 pm will extend this timescale by one day.

Onsite/Swap
An Engineer/Courier will attend the location of the Product, provide swap product and remove the faulty product. If on-site service is requested before 3.30 pm on day 'n' (Monday to Friday - Mainland Europe and Africa and Sunday to Thursday for Middle East and Israel) Epson will use reasonable endeavours to ensure that a Courier / engineer arrives at the address where the Product is located before close of business (5.00pm) on working-day 'n+2'. In this calculation only normal working days are used, excluding weekends and public holidays. Requests after 3.30 pm will extend this timescale by one day.

RTB (Return to base)
You will need to send the Product back to an authorised EPSON repair centre (as agreed with Epson during the call made under paragraph 4). It is your responsibility to package the Product appropriately and pay for the shipping to the service centre. The Product will then be either repaired or replaced (at Epson's discretion)depending on the severity or type of fault and returned to you by courier at Epson's cost. Epson endeavours to despatch the repaired or replaced product in 5 working days from receiving the product at the repair centre.

Carry In
You will need to carry in the Product to an authorised EPSON repair centre (as agreed with Epson during the call made under paragraph 4) which will either (at their discretion) repair while you wait, replace or arrange for a replacement product to be sent, depending on the severity or type of fault.

Epson endeavours to despatch any replacement product in 5 working days from the request of the repair centre.

Replacement Product

Replacement (swap) products will normally be units which have been repaired and refurbished by or on behalf of Epson and may not be new and unused but will be of the same condition as the faulty product Epson will retain, and acquire ownership of, the product which is replaced.